4-9-1976

Harry Gehler v. Victor E. Tackett; Robinson, Rectenwald, Tackett & DeMoss; Kentucky Farm Bureau

Appellee's Brief 1976-SC-0017

APPELLEE'S BRIEF

554 S.W. 2d 486

SUPREME COURT OF KENTUCKY

File No. 76-17

HARRY GEHLER - - - - - - - Appellant

versus

VICTOR E. TACKETT, Et Al. - - - Appellees

APPEAL FROM JEFFERSON CIRCUIT COURT
COMMON PLEAS BRANCH, FIFTH DIVISION

BRIEF FOR APPELLEES

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This is to certify that a copy of this brief has been served on the adverse parties by mailing copies to Raymond L. Suell, Counsel for Appellant; J. D. Raine, Jr., Counsel for Kentucky Farm Bureau Mutual Insurance Company; and the Trial Judge, Honorable J. Paul Keith, Jr., pursuant to RAP 1.250.

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STATEMENT OF THE QUESTIONS PRESENTED

Appellees elect to submit this case for appellate review on the questions as presented by the Appellant.

SUPREME COURT OF KENTUCKY

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v.

VICTOR E. TACKETT, ET AL. - - - *Appellees*

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BRIEF FOR APPELLEES

May it please the Court:

COUNTERSTATEMENT OF CASE

The Complaint filed in this case (T/R 2-4) on its face shows that the Appellant is not licensed to practice law within the Commonwealth of Kentucky. Further, the Record is totally devoid of any authorization or Court approval, by Motion or otherwise, to engage in the practice of law in the Commonwealth of Kentucky.

The within appeal actually arises from a suit which was initially filed and concluded in the Jefferson Circuit Court, styled as Mitchell Staples v. Roy L. Roby, et al., which case was transferred to and consolidated

with the present action (T/R 16). The Appellant did not include any portion of the *Staples* action in the Record lodged on appeal. Despite the absence of the Record in the *Staples* case, the Complaint and deposition of the Appellant adequately set forth the propriety of the Summary Judgment entered by the Trial Court.

The client involved, Mitchell Staples, was a longtime resident of Jefferson County and while on the premises of a service station in Jefferson County, was injured when struck by an automobile operated by one Roby. Roby had minimal insurance coverage with the Kentucky Farm Bureau, one of the Appellees herein. Under circumstances that will be more fully explained herein, the Appellant, with an office in Cincinnati, Ohio, and not a member of the bar of Kentucky, was "employed" by Staples with reference to the pending claim. Although immaterial to the within action, Staples was either presently being represented by Appellee, Victor E. Tackett, and/or had been represented by Mr. Tackett on occasions in the past.

It is noteworthy to observe that while the Complaint indicates that the Appellant "was formerly associated with Mr. Milton Burchett" Mr. Burchett has taken no part, whatever, in the handling of any of the litigation involved in either case and, more importantly, is not a party to the within action and apparently is not associated in any manner with the Appellant insofar as the Record in either of the cases shows. According to the deposition of the Appellant, Staples actually employed Mr. Burchett and it was Mr.

Burchett who executed an employment contract with Staples and that Burchett actually referred the handling of the case to the Appellant Gehler (Depo. 3-7). Further, it was finally decided that Mr. Burchett would receive nothing from any fee that may be derived from the handling of the case (Depo. 7). Later in the same deposition, Appellant testified that he prepared the employment contract but later testified that he was unable to say that Staples had actually executed the contract in question (Depo. 15-18). Appellant admitted that Mr. Burchett had no responsibility for the management of the case and indicated that his duties were to be of a "ministerial" fashion (Depo. 19).

After a considerable delay in obtaining a settlement of a claim involving absolute liability and after learning that suit was filed just prior to the running of the statute of limitations and was not even set for trial, Staples advised the Appellant on February 21, 1973, that any attorney-client relationship in existence was terminated and that he had obtained the services of Mr. Tackett (T/R 5). Despite the letter terminating any attorney-client relationship, Appellant refused to voluntarily remove himself from the case as evidenced by his letter of February 26, 1973 (T/R 6-7).

Despite the absolute right of a client to terminate any attorney-client relationship, Appellant refused to remove himself as attorney for Staples and, as a last resort, by Motion and Affidavit filed March 1, 1973, after a hearing on the Motion on March 12, 1973, Judge Keith entered an Order striking the Appellant as coun-

sel for Staples. Of particular significance is the fact that the Appellant appeared in Court, without any licensed attorney and actually objected and required a lengthy hearing before the Trial Judge reminded him, finally, of the ever settled principle of law that permits a client to discharge an attorney at anytime, with or without the permission of the attorney.

As the Record in this case shows, the Appellant was discharged as the attorney for Staples shortly after the suit was filed and, without question, before the case was concluded to Judgment. In fact, this case was never tried but disposed of by compromise and never had a Judgment entered.

After the Appellant refused to voluntarily remove himself as requested by the client, in an effort to prevent the unseemly appearance of lawyers fighting over a fee, Mr. Tackett, based upon the representations from the Appellant, agreed to an equal split of the fee (represented to be $4,000.00 on a 40% contingent fee contract). After the letter referred to from Mr. Tackett and upon receipt of the file material and a review of same with the client, several major discrepancies were apparent. First of all, the client denied there was ever a 40% fee arrangement in existence with Mr. Burchett but only a one third fee. Secondly, despite the assurances of the Appellant to the contrary, the file material received was in no shape to proceed to trial but, in fact, substantial preparation was necessary. At this stage of the proceedings, after the client, Staples, became aware of all circumstances, the client instructed Mr. Tackett to make absolutely no

voluntary payment to the Appellant on the belief that he had been the victim of legal malpractice both in the very dilatory manner in which his case was being prepared and, secondly, by the failure of the Appellant to timely make claim against the client's own insurance carrier, who apparently would have provided some coverage under the medical payments coverage which had now been lost by virtue of not timely filing same. On July 26, 1973, Mr. Tackett communicated these feelings to the Appellant (T/R 10-11). On or about July 25, 1973, the case of Staples was settled for the sum of $10,000.00 and a fee of 33⅓% was charged as agreed at the time of representation.

Despite the adamant refusal of the client to pay anything voluntarily to the Appellant and the demand from the Appellant that he was entitled to a fee of $4,000.00 (more than was actually received) in an effort to prevent the problems of public relations arising from the fee controversy, a compromise position was entertained. Ultimately, the dispute was submitted to the Professional Responsibility Committee of the Louisville Bar Association. Unfortunately, the Committee was never able to mediate the controversy primarily due to the fact that the mediation attempt required contact with the client, Staples (the Affidavit obtained from client, Staples, is reproduced in full in the Appendix).

The Complaint filed by the Appellant failed to name the client as a party. Appellant admitted that he refused to voluntarily terminate the attorney-client relationship even though the client had so requested

(Depo. 75-78). Further, the Appellant finally admitted that Mr. Burchett was actually not involved in the case and the entire fee was the claim of the Appellant's (Depo. 116) and, after considerable discussion, finally the Appellant admitted that he had, in fact, not examined the automobile insurance policy of the client to determine the applicable coverage nor did he cause any claim to be filed on behalf of the client that would have safeguarded this feature of his case (Depo. 75-78).

Although not indicated, in the brief of the Appellant, there were actually two separate Motions for Summary Judgment entered adverse to the Appellant. The first Motion for Summary Judgment was heard and entered June 16, 1975 (T/R 20). On June 17, 1975, a Motion accompanied by Affidavit (T/R 21-22) was filed moving the Court to set aside the First Summary Judgment. On the basis of the Affidavit filed with said Motion, that Motion to set aside was sustained and the case was again rescheduled for October 13, 1975, at which time another hearing was held and the Trial Court again granted Summary Judgment dismissing the Complaint (T/R 23).

It is noteworthy to observe the grounds contained in the Affidavit (T/R 22) which, basically, contains three grounds for setting aside the original Summary Judgment:

(1) Failure to give ten days notice of hearing.

(2) Failure to comply with the *Civil Rules of Procedure.*

(3) Excusable neglect owing to confusion in the office of counsel for the Appellant.

As indicated from a review of the Affidavit filed, nowhere in same does Appellant complain or raise any issue relative to Rule 606 of the Jefferson Circuit Court of which he now complains.

The Answer filed on behalf of the Appellees (T/R 13-14) defended upon three basic grounds:

(1) Failure to join necessary and indispensable parties (the client and Attorney Burchett).

(2) Lack of consideration and unenforceable contract matter.

(3) Malpractice on the part of the Appellant.

(4) Unethical and fraudulent conduct on the part of the Appellant forfeiting any claim for fee.

As indicated earlier, and while not a part of the Record on this appeal, the Trial Court had, by virtue of the consolidation order, the benefit of all of the contents of the first action (Staples v. Roby) upon which to draw in ruling on the Motion for Summary Judgment.

ARGUMENT

I.

THE APPELLANT WAIVED ANY CLAIMED FAILURE TO COMPLY WITH THE RULE OF THE JEFFERSON CIRCUIT COURT.

As indicated earlier, there were actually two Motions for Summary Judgment sustained dismissing the claim of the Appellant. At no time before the filing of his brief, did the Appellant ever complain of failure to provide him with a list of the authorities required by the Jefferson Circuit Court. In fact, as the Affidavit filed in support of the Motion to set aside the first Summary Judgment indicates, the Appellant complained only of failure to comply with the requirements of the *Civil Rules of Procedure.* Certainly, CR 56 requires no such requirement and none was ever requested by the Appellant.

As the Record in this case indicates, this matter, including the Motion to strike the Appellant as counsel for Staples, was actually before the Trial Judge on four separate occasions. The first, involving the hearing when the Appellant refused to voluntarily terminate his relationship, the second, on the Motion of the Appellees for Summary Judgment, the third, on the Motion of the Appellant to set aside the original order granting Summary Judgment and, the fourth, when the last Motion for Summary Judgment was heard and sustained. The Appellant absolutely refused at any of the four hearings before the Court to even raise

or make any issue relative to the Rules of the Jefferson Circuit Court of which he now complains. Certainly, assuming for the purpose of argument that the local Rule does not conflict with CR 56, the glaring fact is that the Appellant waived any right to complain at this last stage in the proceedings. It is a matter of common knowledge, if not common sense, that any trial judge, particularly Judge Keith, on the request of any party, will grant leave to file any brief, memorandum of authorities or anything related thereto by any party who would so request same.

The Appellant, simply, waived any requirement of compliance with this rule. In addition, it is inconceivable that any noncompliance with this rule could work any prejudice upon the Appellant for the simple reason that the Appellees, after all, had and apparently now have the burden of showing there was no genuine material issue in dispute that would preclude the granting of Summary Judgment.

II.

THERE WAS NO MATERIAL ISSUE PRECLUDING THE GRANTING OF SUMMARY JUDGMENT.

A. The Appellant, as a Matter of Law, Failed to Perfect a Lien Against the Appellee, Kentucky Farm Bureau Mutual Insurance Company.

The sole issue with regard to the Defendant-Appellee, Kentucky Farm Bureau Mutual Insurance Company, is whether an insurer may be liable to a Plaintiff's former attorney where the latter has been dis-

charged by the Plaintiff prior to a judgment against either the insurance carrier or its insured. The trial court answered this question in the negative by granting Kentucky Farm Bureau a Summary Judgment on the claim of Harry Gehler against it. The applicable statute (KRS 30.200) and relevant case law show this to have been a proper ruling.

KRS 30.200 allows an attorney a lien upon only those claims which he prosecutes to judgment. Specifically, the statute reads:

> "Each attorney shall have a lien upon all claims, except those of the state, put into his hands for suit or collection or upon which suit has been instituted, for the amount of any fee agreed upon by the parties or, in the absence of such agreement, for a reasonable fee. *If the action is prosecuted to a recovery of money or property,* the attorney shall have a lien upon the judgment recovered, legal costs excepted, for his fee. If the records show the name of the attorney, the defendant shall be deemed to have notice of the lien. If the parties, before judgment, in good faith compromise or settle their differences without the payment of money or other thing of value, the attorney for the plaintiff shall have no claim against the defendant for any part of his fee."

In *Arny* v. *Johnson,* Ky., 443 S. W. 2d 543 (1969), at 545, this Court interpreted the language in the statute "prosecuted to a recovery of money" as meaning "prosecuted to a valid judgment for the recovery of money." The action instituted by Gehler on behalf of Staples was dismissed, settled, prior to judgment,

but several months *after* Gehler's discharge as Staples' attorney (T/R 5 and Plaintiff-Appellant's Brief, p. 3). Gehler procured no judgment for his client. Therefore, under the reasoning of *Arny* v. *Johnson* interpreting KRS 30.200, he was not entitled to a lien on the amount of Staples' settlement for his fee.

Two cases roughly analogous to the present situation were decided by this Court years before *Arny* v. *Johnson.* In *Rawlings* v. *L. & N. Railroad,* 181 Ky. 610, 205 S. W. 681 (1918) Hall contracted to pay attorney Rawlings 25% of any amount Rawlings collected on Hall's behalf against L. & N. Railroad for injuries suffered on the job. Before suit could be filed, Hall discharged Rawlings in writing. Another attorney then procured judgment and recovery on that judgment for Hall's injuries. Rawlings, who signed the Complaint prepared by the second counsel, without counsel or Hall's permission, attempted to enforce his purported lien by intervening in Hall's suit against L. & N., complaining that L. & N. had notice of his representation of Hall and, therefore, had a duty to protect his fee. This Court sustained a directed verdict for the L. & N. saying that if Rawlings had any claim at all, it should be lodged against Hall and not his later attorneys or the defendant in this action filed by Hall.

The Rawlings decision cites as authority for this position *Harbison-Walker Refractories Company* v. *McFarland's Administrator,* 165 Ky. 44, 160 S. W. 798 (1913), where attorney Prater, under contract, filed a suit which his client later caused to be dis-

missed. The client subsequently hired another attorney who filed suit and obtained a judgment. The Court of Appeals upheld a lower court order refusing Prater permission to intervene in the second suit for the purpose of asserting his fee lien, ruling that since the action he instituted had not resulted in judgment, he was not entitled to a lien on the recovery in the case that was prosecuted to judgment. The court stated that any claim by the discharged attorney against his former client should have been presented in *quantum meruit* for the value of his services up to the time of discharge.

The same reasoning which applied in *Harbison-Walker* and *Rawlings* should be applied to the present situation. The record shows that the Appellant, Gehler, was dismissed by Staples, not only before judgment could be taken, but even before depositions had been taken with reference to Staples' claim. Any fee which Gehler might have claim to should be for the value of his services rendered prior to his discharge as Staples' attorney and should come from Staples himself, not Staples' subsequent counsel or the insurer of his adversary. The insurer should not be liable for any fee which Staples might owe Gehler since the insurer of the tort feasor who caused Staples injury had no contract with Staples nor performed any services for him. (*Rawlings, supra,* at 682; *Gilbert* v. *Walbeck,* Ky., 339 S. W. 2d 450 (1960).

The relevant case law does not disclose any theory under which the Appellant, Gehler, can recover against either Defendant-Appellee herein. There was no judg-

ment entered in the case of Staples v. Roby, which the Appellant filed. According to KRS 30.200, as interpreted in *Arny* v. *Johnson,* such entry of a judgment is a prerequisite to the valid assertion of a lien for fee. In the absence of such lien, the discharged attorney's claim lies in quantum meruit against his client and not against parties with whom he had no contract, such as the insurance carrier of the purported tort feasor. Gehler performed no services for Kentucky Farm Bureau and, since Kentucky Farm Bureau was not obligated by a judgment to pay Gehler or his client any amount, but rather compromised the claim with another attorney, Gehler cannot assert a statutory lien against this Appellee.

B. The Appellant Failed to Join Necessary and Indispensable Parties.

The structure of this case presents a strange twist of circumstances. Aside from those cases dealing with the tortious interference of attorney-client relationships, it is elementary that a claim for services of an attorney rests entirely and solely against the client who employed the attorney and received the benefits. It is not totally clear from the brief of the Appellant the exact claim for relief sought. Certainly, the law is abundantly clear that no attorney lien attaches by statute until a Judgment, or its equivalent, has been obtained. The Record clearly shows that no Judgment was obtained nor any of the other features (such as the client wrongfully preventing entry of same, etc.)

that would be construed as the legal equivalent of a Judgment.

The Record further clearly shows that the services of the Appellant was terminated by the client, albeit involuntarily, and after considerable effort and the compulsion of a Court order. Thus, at this stage of an analysis, assuming the Appellant did nôt have any of the other problems recited later herein, the attorney would have only a claim for *quantum meruit* services representing the value of his efforts and not that as set forth in the so-called employment contract. Nevertheless, the claim of the attorney, be it under the terms of the contract or the *quantum meruit* theory rests entirely against the client and no other person. In fact, the Appellant recognizes the frailty of this claim by the absence of any cited authority whatever to support his novel theory advanced on appeal.

As indicated earlier, the Appellant had every opportunity to make the client a party to the action to enforce his claim. In fact, the client would welcome such an attempt. After all, it was the desire of the client to not voluntarily pay the Appellant anything which has precipitated this action. The obvious reason the Appellant refused to join the client in this claim is the facts set forth in the Affidavit of the client contained in the Appendix. Aside from any ethical considerations, the law provides for forfeiture of a fee in a case obtained through solicitation, 7 AM. JUR. 2d, Attorney at Law, Sec. 226. Thus, aside from the claimed malpractice, another reason is shown why

the Appellant will not join the client as a party to this action.

The testimony of the Appellant, although somewhat contradictory, indicates that a Mr. Burchett, allegedly a licensed attorney in Kentucky, was somehow "handling" the case for this client. The Record is silent as to whether or not Mr. Burchett is, in fact, a licensed attorney in this jurisdiction and, aside from the affixing of his name to the original Complaint, the Record and proceeding are totally devoid of the appearance of Mr. Burchett in this case. Thus, if Mr. Burchett is, in fact, employed in this case, if there is a contract of employment at all, Mr. Burchett obviously has an interest in the case and, for the benefit of the client, if not Mr. Burchett, Mr. Burchett should have also been made a party to this litigation to finally terminate any questions in this regard. The Appellant had this opportunity before the Trial Court, but neglected to make either the client or Mr. Burchett a party as claimed as a defense by the Appellees.

Assuming that Mr. Burchett actually was the attorney of record, procured the employment and presumably rendered some services in this case, what then is the position of the client if a full fee had been paid to the Appellant and Mr. Burchett, then, asserted a claim for services? The raising of the question suggests the obvious answer.

Also, as a fair reading of this Record indicates, the client became grossly dissatisfied with the services of the Appellant and, as the Appellant obviously realizes, the client would not hesitate to file a Counterclaim for

malpractice. Needless to say, it is elementary that any fee owed by the client to the Appellant would be subject to any Counterclaim asserted by the client.

In this same regard, as the Record indicates, the Appellant claims a 40% contingent fee contract and claims a fee due and owing in the amount of $4,000.00, the full sum of the contract, even though the case of the client was far from completion. As a matter of particular interest, the client was charged only a 33⅓% fee and separate and apart from the fact that the client denied ever making a fee in the amount claimed by the Appellant, the claim now advanced by the Appellant exceeds the actual fee that was charged the client. Thus, there is this third reason why the client should have been made a party to the action and failure to do so, was fatal to the claim of the Appellant.

C. The Appellant Was Guilty of the Unauthorized Practice of Law and Not Entitled to Compensation.

No citing of authority is necessary to this Court for the proposition that one who engages himself as an attorney to represent a client in the Courts of this Commonwealth is engaged in the practice of law and, as such, must be a licensed member of the bar to so practice. Aside from the original affixing of the name of Mr. Burchett, allegedly a member of this bar, to the Complaint, all of the practicing of this case has been done by the Appellant. This even included the appearance of the Appellant before Judge Keith on the Motion of the client to discharge the Appellant,

which Motion met the strenuous objection of the Appellant. The law appears to be rather uniformly settled that one in the position of the Appellant, practicing law where unauthorized, is not entitled to a fee, 11 ALR 3d 907.

Thus, the Court had this additional reason for dismissing the claim of the Appellant.

In view of the foregoing, it is obvious that any agreement by Mr. Tackett to "protect" the fee of the Appellant to the extent of $2,000.00 (not $4,000.00 as shown in the Complaint) is invalid and unenforceable. First of all, any claim for services rendered by the Appellant rests against the client and any agreement to "protect" any fee of the Appellant is without consideration and unenforceable. Clearly, the client had the absolute right to terminate the attorney-client relationship at anytime the client desired for any reason that the client saw fit. Thus, there was no consideration for any "agreement" to strike the Appellant as counsel of record for this client. Secondly, the ethical considerations as enumerated above would clearly prohibit the consummation of any such agreement in light of the facts that transpired in this case. Thus, when the confrontation with the client arose at the time of settlement (40% versus 33⅓% fee) and the claim of fraud by the client, the Appellant lost any standing to demand compliance with any agreement to "protect" a fee which the client strenuously not only did not want "protected" but did not want paid in any fashion.

As was well known to the Appellant, the opportunity to name and litigate all of the parties to his claim was available and for reasons which appear obvious, both the client and Mr. Burchett were refused the honor of being a party to this litigation.

CONCLUSION

For the reasons set forth herein, the action taken by the Trial Court in dismissing the Complaint of the Appellant was entirely proper and the Appellees would respectfully suggest that the Judgment should be affirmed.

Respectfully submitted,

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APPENDIX

AFFIDAVIT

Comes the Affiant, Mitchell Staples, and after being first duly sworn, states as follows:

That I presently reside at 9011 Maple View Drive, Louisville, Kentucky, and received a telephone call from my attorney on June 18, 1974, with regard to a grievance that had been filed by Harry Gehler, an attorney in Cincinnati, Ohio. I wish to give the following Affidavit to help clarify the matters pending in that grievance.

I was injured in an automobile accident in Louisville, Kentucky, and a piece of glass from a plate glass window severed my foot. After the injury and during the period the injury was healing, a guy that I had sold a furniture trailer to in Cincinnati, Ohio had gone bankrupt and I went to Milton Burchett's office to get the trailer released so I could get it back. At the time, I was on crutches and during the conference Mr. Burchett told me about Harry Gehler. He said that Mr. Gehler had recently obtained $25,000.00 for a colored woman that had got her big toenail mashed off in a taxi cab. Mr. Burchett and Mr. Gehler were in the same office but Mr. Gehler was not in at that time. Mr. Burchett told me that I should get Mr. Gehler to represent me for the foot injury. I had no lawyer at that time and didn't believe I needed one because the insurance man told me that he would take care of everything. Mr. Burchett kept telling me how good Mr. Gehler was and that I should hire him. He kept talking him up so I told him I guess I would come back and see him when he was in. Mr. Burchett gave me one of Mr. Gehler's cards and I called him up and the wife and I went up to talk to him about representing me.

When I first talked to Mr. Gehler, he told me he was an expert in automobile accident cases and that he would represent me for one-third of what he got for me. He

also told me that he would keep in close contact with me even though he was a lawyer in Cincinnati. He lead me to believe that he could practice in Kentucky.

I later found out that he could not practice in Kentucky and that he wouldn't keep in close contact with me as he promised. I kept calling him by telephone and he wouldn't return my calls. He would not let me know what was going on and I became dissatisfied with him and Mr. Tackett, in Louisville, was representing me on another matter and I talked to him about eight months after I hired Mr. Gehler. Mr. Tackett told me that since I was represented by Mr. Gehler that I should go ahead and let him represent me and he wouldn't take my case. About four months later I came back to Mr. Tackett's office and asked him to represent me. I told him that Mr. Gehler wouldn't return my calls and wouldn't let me know what was going on and that I was going to get some lawyer in Louisville to take my case. Mr. Tackett agreed to represent me and told me that he would contact Mr. Gehler and get all my papers.

During the time that Mr. Gehler represented me he told me that the only offer ever made to him from the insurance company was $1,500.00 and they wouldn't pay any more. I told him that they had offered to take care of all my expenses and my expenses would be five or six times greater than what they already offered me and that I just couldn't accept it. I had signed a paper for the one-third fee of Mr. Gehler's but he didn't give me a copy of it.

After Mr. Tackett took the case over, he got me $10,000.00 from the insurance company within just several months and I think Mr. Tackett did a good job for me. I told Mr. Tackett that he shouldn't pay Mr. Gehler anything because he hadn't done anything for me and I didn't want him to pay him anything if he didn't have to. I think that Mr. Gehler did a bad job representing me and would not have hired him on my own but I only hired him after Mr. Burchett had told me all the good things about him. I would be glad to tell this to the Louisville Bar Association in per-

son and they can reach me at my home at 935-1986 if they care to ask me anything else.

(s) Mitchell Staples

STATE OF KENTUCKY
COUNTY OF JEFFERSON } ss

Subscribed and sworn to before me this 24th day of June, 1974 by Mitchell Staples.

My Commission expires: November 22, 1976.

(s) Martha Gassaway
Notary Public